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10 Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

16 RICHARD TRAVERSO,
17 Plaintiff,
18 vs.
19 CLEAR CHANNEL OUTDOOR, INC.; and
20 DOES 1 through 10, inclusive,
Defendants.

| Case No. C07-3629 MJJ

**DECLARATION OF RICHARD A. SIPOS
RE. NON-FILING OF JOINT
STATEMENT OF UNDISPUTED FACTS**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

22 I, Richard A. Sipos, declare:

23 1. I am an attorney licensed to practice law in the State of California and am licensed
24 to practice before the United States District Court for the Northern District of California. I am a
25 partner with Wendel, Rosen, Black & Dean, LLP, attorneys of record for Plaintiff RICHARD
26 TRAVERSO.

27 2. This declaration is made pursuant to Local Rule 56-2. I have personal knowledge
28 of the matters stated herein and if called upon to testify could and would competently do so.

1 3. On February 14, 2008, not having received an opposition to Plaintiff's Motion for
2 Summary Adjudication set for hearing on February 27, 2008, my associate, Garret D. Murai,
3 prepared and emailed to counsel for Defendant CLEAR CHANNEL OUTDOOR, INC. ("Clear
4 Channel"), a proposed Joint Statement of Undisputed Facts. I later revised that Joint Statement
5 and provided my revisions to Clear Channel's Counsel.

6 4. Counsel for Clear Channel has responded to these emails by stating they would not
7 sign the Joint Statement on the ground that Plaintiff's Motion was untimely. Accordingly, and
8 pursuant to Local Rule 56-2(b), I am submitting this Declaration explaining why the attached
9 Joint Statement was not filed. I declare under penalty of perjury under the laws of the United
10 States that the foregoing is true and correct.

Executed this 15th day of February 2008 in Oakland, California

/s/ Richard A. Sipos
Richard A. Sipos

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RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

16 RICHARD TRAVERSO,

| Case No. C07-3629 MJJ

17 Plaintiff,

**[PROPOSED] JOINT STIPULATION OF
UNDISPUTED FACTS**

18 || VS.

19 CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Action Removed: July 13, 2007
Trial Date: April 7, 2008

22 Plaintiff RICHARD TRAVERSO and Defendant CLEAR CHANNEL OUTDOOR, INC.,
23 by and through their attorneys of record, file the following joint stipulation of undisputed facts in
24 anticipation of Plaintiff's Motion for Summary Adjudication set for February 27, 2008:

25 1. Plaintiff and Defendant were parties to a commercial lease effective May 1, 1984,
26 or subsequently amended in writing by the parties, which allowed Defendant to use the premises
27 located at 650-660 Bryant Street, San Francisco, California (the "Premises") for purposes of
28 operating a billboard thereon (the "Lease").

1 2. Plaintiff has brought an unlawful detainer action against Defendant alleging that
 2 the Lease expired on February 28, 2007, and that Defendant has wrongfully maintained
 3 possession of the Premises since said date.

4 3. Plaintiff has filed a motion for summary adjudication seeking an order finding that
 5 that the Lease terminated on February 28, 2007, that Defendant has wrongfully retained
 6 possession of the Premises since March 1, 2007, that Plaintiff is entitled to possession of the
 7 Premises, and that the only remaining issue to be adjudicated is damages arising from
 8 Defendant's wrongful retention of the Premises and continued operation of the billboard located
 9 thereat from and after March 1, 2007.

10 4. Defendant has conceded that the Lease did properly terminate on February 28,
 11 2007, that Plaintiff is entitled to immediate possession of the Premises, and that the only
 12 remaining issue to be adjudicated is the reasonable rent of the Premises for purposes of
 13 determining the damages owed by Defendant arising from its retaining possession of the Premises
 14 from March 1, 2007, through the earlier of the date Defendant delivers possession of the Premises
 15 to Plaintiff (whether voluntarily or by execution against it of a Writ of Possession) or the date the
 16 Court enters Judgment on Plaintiff's claim for damages.

17 Dated: February 15, 2008

WENDEL, ROSEN, BLACK & DEAN LLP

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By:

Richard A. Sipos
 Attorneys for Plaintiff
 RICHARD TRAVERSO

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Dated: February ____ , 2008

REED SMITH LLP

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By:

David S. Reidy
 Attorneys for Defendant
 CLEAR CHANNEL OUTDOOR, INC.